Tuesday, April 21. American ship J. B. Thomas, Lermond, from Norfolk, Va. Bk C. D. Bryant, Jacobson,, from San

Francisco. Wednesday, April 22. Am. bark Martha Davis, Soule, from

San Francisco. Am. bark C., D. Bryant, Lee, from San Francisco. C. A. S. S. Miowera, Hay, from the Colonies.

Stmr Kinsu, Clarke, from Maui and Hawaii. Stmr James Makee, Peterson, from Kauai.

Thursday, April 23. P. M. S. S. Rio de Janeiro, Ward, from San Francisco

Stmr Mikabala, Haglund, from Kauai Stmr Ke Au Hou, Thompson, from Kauai ports. Stmr Kauai, Bruhn, from Kauai ports.

DEPARTURES.

Tuesday, April 21. Stmr, W. G. Hall, Simerson, for Maul and Hawaii.

Stmr. Kaala, Thompson, for Oahu ports. Stmr. Waialeale, Parker, for Hawaii

ports. Stmr. Claudine, Cameron, for Maui ports. Stmr. Ke Au Hou, Thompson, for

Kauai ports. Wednesday, April 22. Am. bkene, limgard, Schmidt, for

San Francisco. American bark Holliswood, Knight, for San Francisco.

Stmr J A Cummins, Neilson, for Oahu ports. Stmr Iwalani, Gregory, for Hawaii.

Thursday, April 23.

couver and Victoria. Kauai ports.

VESSELS LEAVING TODAY.

P. M. S. S. Rio de Janeiro, Ward, for China and Japan, at 10 a. m. Stmr Kinau, Clarke, for Maui and Hawaii, at 10 a, m. Stmr Mikahala, Haglund, for Kauai the Opfergelt minors brought suit

PASSENGERS.

Arrivals.

Kinau, April 22-A. Young, Mrs. H. the amount claimed. Judgment was en-McCorriston and child, O. Hatfield, wife tered thereon, May 23, 1895, and an exand three children, W. H. Dillingham, ecution was taken out and returned Robt. Young, R. M. Harvey, A. de S. unsatisfied, July 31, 1895, the defend-Canavarro, G. P. Wilder, George Ward, ants having no property. Mrs. Ward, R. Rycroft, A. M. Brown, G. H. Hitchcock, John Fernandez, C. fendant, J. L. Stevens (sometimes his McLenan, W. G. Walker, J. S. Walker, name is written J. L. Stephens) made a Bishop Willis, Rev. Yee Pew, Chang conveyance to his son, J. L. Stevens Kim, J. Renton, F. May, H. R. Bry- Jr., of land described in Royal Patant, Awana, Rev. C. Horsfall, S. Ka- ent No. 2759, L. C. Award No. 496, to matsu and wife, Mrs. L. A. Parish and Popolo, containing 1 acre 2 roods and 2 children, and 189 on deck.

O. B. Spalding, Mrs. E. E. Richards and child.

From the Colonies, per C. A. S. S. Miowera, April 22: For Honolulu-M. A. Archer, Dr. Ashburton Thompson, Miss Brown. For Vancouver, etc.-Mr. and Mrs. Purvis and family, Mrs. Rubber, Mr. and Mrs. Fleming, Mr. J. P. Fleming, Miss Fleming, Mr. J. W. Noble, Mr. A. Winch, Mr. G. H. Moore-Brown, Mr. G. Farmer, Mr. Weil, Capt. Hancock, R. N.: Mrs. Hancock, Mr. Bellhouse, Mr. J. McLaren, Mr. Shaw, Dr. Pringle Hughes, Mr. B. A. Fox, Mr. W. B. Scott, Mr. W. Bell, Mr. J. R. Farewell, Mr. J. Macallum, Mr. A. C. Aubray, Mr. S. Chapman, Mr. Spence, Mr. A. Ballantyne, Mr. T. G. Goodwin, Mr. A. Rhodes, Mr. B. F. Broddus, Mr. A. A. Carroll, Mrs. DeVis, Master De-Vis. Miss Julia Berry, Mr. and Mrs. D. Bullock and family, Mr. W. E. Gibson, Mr. E. Cantwell, Mr. C. Smith.

From San Francisco, per P. M. S. S. Rio de Janeiro, April 23-Geo, Roenitz, A. L. Morris, Geo. Gill and wife, Wm. A. Henshall, John Dunn, K. Wada, From Kauai, per stmr. Kauai, April 23-W. Abbey and three on deck.

Departures.

For Maui and Hawaii, per stmr. W. ized his claim or some portion thereof." G. Hall, April 21-J. S. McCandless, F. Greenwell, A. Makekau and wife, Miss Alice Beard, Mrs. H. Bell, J. F. covenantees in the deed of Mary Ste-Brown and wife and two children, Mrs. Eckardt and four children, Miss Eckardt, Mrs. T. C. Wills, Miss Wills, C. Y. Yama, H. A. Juen, E. Hile Kuuiki Bump, Fraudulent Conveyances (p. 496) and wife, Judge Kahaulelio, J. Mc-Andrews and sixty on deck.

For Maui, per stmr. Claudine, April 21-Mrs. Porter Boyd, Miss Vida, Miss Kate Cornwell, Miss A. Reuter, Mrs. A. R. Laws, A. Hocking, Dr. Schneider and Miss J. Thomas.

For Vancouver and Victoria, per C. A. Steam Ship Miowera, April 23: Mr. Alex. McLogan, Sister M. Ludovico, Sister M. de Sales, Rev. V. H. Kitcat, T. M. Datte, Mr. and Mrs. John Kelly, Mr. and Mrs. Chas. Hill and F. P. Hemen.

BORN.

RENNIE-In this city, April 21, 1896. to the wife of Evan Rennie, a daughter.

MARRIED.

GREGORY-HARDY-At Lihue, Kauai, April 20, 1896, by the Rev. Hans Isenberg. Warren Cranston Gregory to Sarah McLean Hardy, both of California.

ONE BOX OF CLARKE'S B41 PILLS

IS warranted to cure all discharges from the Primary Organs, in either sex (acquired or constitutional), Gravel, and Pains in the Back. Guaranteed free from Mercury. Sold in Boxes, 4s, 6d, each, by all Chemists and Patent Medicine Vendors throughout the World, Proprietors The Lincoln and Midland Countries Daug Contant, Lincold, England. 1708

Hawaiian Islands.

March Term, 1896.

WALTER R. OPFERGELT and LEO-NORA OPFERGELT by W. F. ALLEN, their next friend, vs. JAMES L. and MARY NAONE STEVENS.

WHITING, JJ.

A bill was brought to cancel a deed as having been made with the intent to defraud, hinder and obstruct a creditor, O., in the collection of his demand, he having obtained jurgment against the grantor for breach of covenant of wirranty on the sale of other property, having been evicted therefrom by a paramount title. Held, that O, was a crefton not from the date of eviction but from the date of the covenant of warranty.

It appearing to the Court from the evi dence and from the deed itself that it was made with ment to defraud, hinder and obstruct O. in the collection of the judgment, the deed was ordered to be can

OPINION OF THE COURT, BY JUDD, C. J.

of land. A recital of the facts is neces-Naone conveyed his land in Pauoa, Ho- tion to defraud the plaintiffs. nolulu, to his grandson, James L. Steday it was executed. On the 26th Circuit Court for such further proceed-January, 1878, the said P. Naone con- ings as may be necessary. veyed the same land to Mele Stevens. the last above named defendant (moth- for defendants. er of J. L. Stevens, Jr.) January 14, 1888, J. L. Stevens and Mary (Mele) Stevens, in consideration of \$2,500 conveyed the said land to one Philip Op- In the Supreme Court of the fergelt by deed with a full covenant U. S. S. Concord, Craig, for San Fran- of warranty. On March 13, 1894, J. L. Stevens, Jr., conveyed this same land C. A. S. S. Miowera, Hay, for Van- to one Lau Chong, who at the November term, 1894, of the Circuit Court, Stmr Ke Au Hou, Thompson, for First Circuit, brought ejectment against the Opfergelt minors (plaintiffs herein) and obtained judgment for possession of the land and evicted the plaintiffs. The grantors of P. Opfergelt (J. L. Stevens and wife) were requested to defend the suit under their warranty, but no defense was offered. At the February term, 1895, of the said Circuit Court against Mary N. Stevens and James L Stevens, her husband, to recover damages for breach of their covenant of warranty. They were defaulted for non appearance or answer, and the From Maul and Hawaii, per stmr. jury assessed the damages at \$3,000,

situate in Puaanui, Lahaina, Maui, From Kauai ports, per stmr. James and of land situated at Kawaiahao, Honolulu, Island of Oahu, being a portion of the premises described in Royal Patent No. 1762, L. C. Award No. 195 to Kamahiai, conveyed to J. L. Stevens by deed of Kahaulelio of the island of Lanai, dated January 16, 1893, recorded in Liber 141, page 108. The consideration expressed is ten dollars and his great affection (aloha nui) for his son, the grantee. The grantor reserves the right to live upon the premises during his life, with his son, and to share equally with him in the rents received from the same. The consideration in the deed of Kahaulelio to J. L. Steph-

ens is three hundred and fifty dollars. The bill is brought to set aside the deed of James L. Stevens, senior, to J. L. Stevens, Jr., and prays that this may be done and that the premises may be ordered sold and the proceeds applied to the payment of said judgment

Should the deed be declared void? It is well expressed in the 8th volume Encycl. of Eng. and Am. Law, p. 749, that "to constitute a fraudulent conveyance there must, as a rule, be a concurrence of three elements; that is to say, there must be a creditor to be defrauded, a debtor intending to defraud and a conveyance of property out of which the creditor could have real-

The first question, then, is whether the plaintiffs, or their ancestors, the vens and husband, were creditors of Stevens antecedent to the conveyance now attacked. The general rule, says is that "all claims which arise from contract are in force from the date of the agreement. A covenant with a general warranty and a bond of conveyance take effect from the date of the instrument." Many cases are cited to sustain this proposition. In Bibb v. Freeman, 59 Ala., 612, quoted in 17 Southern Rep., p. 732, the Court say "The covenantee of a covenant of general warranty who is evicted by a title paramount and outstanding at the time the covenant is entered into is regarded as a creditor not from the time of eviction, but from the time the covenant was executed, and a subsequent voluntary conveyance is, as to him, void."

The date of the covenant in our case is January 14, 1888, some six years prior to the conveyance in question. The diciary departments. But these subplaintiffs are therefore creditors.

view of the facts in this case, that the islature upon whom service of process Stevenses were also debtors intending may be made to garnishee stipend, salto defraud. The conveyance itself has ary or wages to which its employees or badges of fraud upon it. It has the con- those in its service may be entitled. sideration expressed of ten dollars, as if it were a conveyance to a bona fide the Court below, to wit, that Section purchaser for value. But to this is ad- 13 is not intended to and does not limded the consideration of the grantor's it the definition of Government benefigreat affection for his son. The reserva- ciaries set forth in the first section of tion of a life residence on the premises the Act, but only specifies upon whom to the father is inconsistent with a bona | the service of process shall be made in fide sale for value. And the trifling particular cases therein enumerated consideration of ten dollars for prop-

evidential of fraud.

But the son admits that he did not land to him until a month after the cess of garnishment was valid. deed was made; and the father testifies that the person who drafted the deed. W. C. Achi (lately an attorney of the Court), did not know that the purchase money of the Kawaiahao premises belonged to the son. The evidence that STEVENS and J. L. STEVENS, Jr., it was his money is altogether vague and unsatisfactory and insufficient upon which to establish a trust. The parties say their earnings were commingled Before Judd, C.J., FREAR and and kept together. "Some of it was perand kept together. "Some of it was perhaps money we got from the sale to Opfergelt," as the father says. No one testifies how much or what proportion of the money was the son's earnings. To establish a trust the recital in the deed would have to be falsified, for it character from that expressed in the deed, and where the deed is attacked by a creditor as fraudulent and made to hinder and delay the creditor in collecting his claim, the grantor should appear and show cause, if any they have, not be allowed to show any other consideration than that expressed in the Honolulu, April 22d, 1896. sideration than that expressed in the deed. It was so held in Ogden State Bank v. Barker, 40 Pac. R., 766. That 1758-3w the parties defendant knew that they

This is a bill to annul a conveyance to Lau Chong and the conveyance in question, and we are satisfied that sary. On November 27, 1877, one P. the latter one was made with the intenvens, Jr., by deed recorded the same affirmed and the cause remanded to the

covenant with Opfergelt and were anx-

L. A. Dickey for plaintiffs. A. Rosa Honolulu, April 13, 1896.

Hawaiian Islands

March Term, 1896.

SUN HOP SING VS. WRIGHT & WIL-LARD, and J. F. CLAY, Garnishee.

Before Judd. C.J., FREAR, J., and P. NEUMANN, Esq., of the Bar, sitting in place of Mr. Justice Whiting, disqualified.

W. was sergeant-at-arms of the Senate, employed at \$4 per diem. C. was secre-tary of the Senate, and disbursed the funds provided for its expenses.

Hild, that C. was properly held as gar-nishee, and the wages of W. in his (C.'s) hands were subject to garnishment under the "Act of 1890 to facilitate the collec-tion of debts from Government benefi-

OPINION OF THE COURT, BY MR. NEUMANN.

funds in the hands of J. F. Clay, gar-

nishee. At the time of service of the gar-Senate of the Republic of Hawaii, and will be forever barred. made return that he held subject to such garnishment fifty dollars, that sum being twenty-five per cent. of salary due to defendant Wright for services as sergeant at arms of the Senate. and whose salary was four dollars per diem as such officer.

It has been well settled that money passing through the hands of a public disbursing agent of the Government could not be attached by process of garnishment by a creditor of an officer of the Government. Wood v. Elderton. Maikai, garnishee, 2 Haw. 80.

In the session of 1890, the legislature passed the Act entitled "An Act to facilitate the collection of debts from Government beneficiaries." Laws 1890. Ch. 50, p. 79. Section 1 of that Act defines a Government beneficiary as "any officer or employee or other person in the service of the Hawaiian Government, or in receipt of or entitled to a salary, stipend, wages, annuity or pension from the said Government or any department, board or bureau thereof, shall * * known as a Government beneficiary."

Section 2 provides that such stipend, wages, etc., may be attached for payment of debts of a beneficiary. Section 8 limits the amount of wages which may be attached to 25 per cent of the amount due to the beneficiary. The remaining sections of the Act substantially provide and set forth the proceedings, process and service of process required to obtain and sustain the attachment or garnishment. Section 13 provides "that for the purposes of this Act it shall be sufficient to serve such copy of process (garnishes process) upon the officers hereinafter re spectively named, that is to say, etc.

The sub-sections specify in detail the persons or officers upon whom service may be made, who are generally those who have the power or authority to control the payment or refuse to pay the moneys to which the Gov ernment beneficiary is entitled, and include officers of the executive and jusections do not designate or specify We have no hesitation in saying, in any public disbursing agent of the 1-g-

We approve the conclusion drawn by and the maxim of expressio unius est exerty for which \$350 had been paid is clusio alterius is not applicable. Therefore, if the defendant Wright was a The attempt was made to show that Government beneficiary, and Clay at

HIPPING INTELLIGENCE. In the Supreme Court of the the purchase of the Kawaiahao premises was made with the son's money, the Government having funds from the Government have fund for the Government h and thus to establish an equitable trust. which the services of Wright were payable, both which questions must be know that his father had conveyed the answered in the affirmative, the pro-

Judgment appealed from affirmed. S. M. Ballou for plaintiff, J. A. Magoon for defendants.

Honolulu, April 13, 1896.

IN THE CIRCUIT COURT, FIRST CIR-cuit of the Hawaiian Islands. In Probate. In the matter of the Estate of A. Mc-INTYRE, late of Honolulu. Oahu. de-

The petition and accounts of the Exeis an entirely different consideration in 25th day of May, A. D. 1896, at 10 o'clock character from that expressed in the a.m., at Chambers, in the Court House, at Honolulu, be and the same hereby is ap-pointed as the time and place for hearing said petition and accounts, and that all persons interested may then and there

> By the Court. GEO. LUCAS,

were likely to be held liable on their IN THE CIRCUIT COURT OF THE Second circuit, Hawaiian Islands.-In

Probate -At Chambers.
In the matter of the Estate of PHILLIP ious to avoid it, is clear from the evidence, and on the advice of the same person, Mr. Achi, they made the sale to Lau Chong and the conveyance in question, and we are satisfied that the latter one was made with the intention to defraud the plaintiffs,

The appeal is dismissed, the decree affirmed and the cause remanded to the Circuit Court for such further proceed-

DAY, the 22d day of May, A. D. 1896, at 10 o'clock a. m. of said day, at the Court Room of said Court, at Lahaina, be and the same hereby is appointed the time and place for proving said will and hearing said application, when and where any person interested may appear and contest the said will and the granting of Letters Testamentary.
Dated Wailuku, Maui, H. I., April 20th,

1896 By the Court. G. ARMSTRONG, 1758-3t

NOTICE OF DISSOLUTION OF PART-NERSHIP.

ufacturers and vendors of soda water, and other aeriated waters, at Hilo, Hawaii, under the firm name and style of "Pacific Soda Works," having sold our business, machinery and buildings to L. C. Lyman, R. B. Anderson W. J. Forbes and H. J. Ly-derson W. J. H. Ly-derson W. Ly-der

ROBERT KELLEY BAPTISTE. Hilo, Hawaii, April 16, 1896. 1753-3w

Administrator's Notice.

rendered by Hon. W. A. Whiting in an action upon a promissory note made by Wright and Willard in favor of plaintiff, and sustaining a garnishment of funds in the hands of J. F. Clay cap. nishment Clay was Secretary of the 6 months from date hereof, or such claims

> All persons indebted to said estate are also notified and directed to pay such debts

to the administrator only.

Dated Waimes, Kaugi April 11th, 1896.

T BRANDT,

Administrator Estate of W. B. Naumu.

ADMINISTRATOR'S NOTICE.

THE undersigned having been appoint-Frederick Scholtz, late of Wailuku. Maui, deceased, by order of the Hon. J. W. Kalua, Circuit Judge of the Second Circuit, hereby notifies all persons having claims against said estate to present the same with the vouchers, duly authenticated, to him, at the office of the Sheriff of Maui, in Wailuku, Maui, within six months from the date hereof, or such claims will be forever

All persons indebted to the said es tate are also notified and directed to pay such debt to the Administrator WM. H. HALSTEAD, only.

Administrator of the Estate of F Scholtz. Wailuku, Maui, April 18th, 1896. 1752-4w

NOTICE

To the Public and Patrons of "No. 10" Store.

Having disposed of the Fort-street business, known as the "No. 10 store," to Mr. E. W. Jordan, he is now the proprietor and has control of the same, including the entire stock and the outstanding accounts of the Fort-street business due J. T. Waterhouse.

the past, we bespeak for the new proprietor of the old reliable stand, "No. 10," their liberal support in the fu-

The Queen-street stores will be kept intact and a full line of goods kept up in all departments, at wholesale and MRS. E. B. WATERHOUSE, Executor. 4273-1w 1749-4w

EXECUTOR'S NOTICE TO CRED-ITORS.

NOTICE is hereby given to all persons having claims against the estate of John Thomas Waterhouse, Jr., late of Honolulu, deceased, to present the same to the undersigned within six months from the date of the publication of this notice, or they will be

ELIZABETH BOURNE WATER-HOUSE, Executor of the will of John Thomas Waterhouse, Jr. Honolulu, April 7, 1896.

4272-3t 1749-4w

Plaintiffs, vs. FRANK C. BLAIR et al., Defendants. Action for Quieting of Title in Real Property situate in the Hawaiian

THE REPUBLIC OF HAWAII.—To the Marshal of the Hawiian Islands or his

THE REPUBLIC OF HAWAII.—To the Marshal of the Hawiian Islands or his Deputy.

GRESTING:—You are hereby commanded to sunfmon Frank C. Blair, grandson of Mary Emmons, deceased, and Florence S. Blair, his wife; George B. Blair, grandson of Mary Emmons, deceased, and Emily E. Blair, his wife; William G. Blair, grandson of Mary Emmons, deceased, and Hattie V. Blair, his wire; Henrietta Blair, daughter of Mary Emmons, deceased; Susan H. Stearns, granddaughter of Mary Emmons, deceased, Susan H. Stearns, granddaughter of Mary Emmons, deceased, her husband; Elizabeth R. Hosmer, granddaughter of Mary Emmons, deceased, Alice M. Hubbard, granddaughter of Mary Emmons, deceased, and J. J. Matterson, her husband; Florence L. Matterson, granddaughter of Mary Emmons, deceased, and J. N. Case, her husband; Mary C. Martell, daughter of Mary Emmons, deceased, and J. N. Case, her husband; Mary C. Martell, daughter of Mary Emmons, deceased; and J. N. Case, her husband; Mary C. Martell, daughter of Mary Emmons, deceased; and W. E. Vincent, her husband; A taline Underwood, granddaughter of Thomas L. Newton, deceased, and C. B. Underwood, her husband; —— Davis, husband of Frances Davis, a granddaughter of Thomas L. husband; — Davis, husband of Frances
Davis, a granddaughter of Thomas L
Newton, both deceased, and Ida Weaver,
a great granddaughter of Thomas L Newton, deceased, and — Weaver, her husband; Helen Giffard, a granddaughter of ton, deceased, and — Weaver, her husband; Helen Giffard, a granddaughter of Thomas L. Newton, deceased, and E. M. Giffard, her husband; George W. Forbes, son of Lydia F. Forbes, deceased, and Juliette Forbes, his wife; R. Melancthon Forbes, son of Lydia F. Forbes, deceased, and Maggie Forbes, his wife; James Forbes, son of Lydia F. Forbes, deceased, and Ellen Forbes, his wife; Emory Forbes, son of Lydia F. Forbes, deceased, and Ellen Forbes, his wife; Emory Forbes, son of Lydia F. Forbes, deceased; — Newman, husband of Lydia Newman, deceased, a daughter of Lydia F. Forbes, deceased; Frank Newton, grandson of John Newton, deceased and Frances Newton, his wife; Asahel Newton, grandson of John Newton, deceased, and Ella Newton, his wife; Merritt Newton, grandson of John Newton, and Sadie Newton, his wife; George Newton, grandson of John Newton, deceased; a granddaughter of John Newton, deceased; William A. Doubleday, deceased, a granddaughter of John Newton, deceased; — Jackson, husband of — Jackson, a great-granddaughter of John Newton, deceased; Eichard Eugene Jackson, a great-granddaughter of John Newton, deceased; Finance Mary Newton, Newton, deceased; Richard Eugene Jackson, a great-grandson of John Newton, deceased; Richard Eugene Jackson, a great-grandson of John Newton, deceased; Richard Eugene Jackson, a great-grandson of John Newton, deceased; Frances Mary WE the undersigned partners, heretofore carrying on the business of man-H. Newton. a son of John Newton, de-ceased; Elizabeth Crandall, daughter of John Newton. deceased, and I. Crandall, her husband; Lydia Jane Harris, daughter derson, W. J. Forbes and H. J. Lyman, have this day, by mutual consent, dissolved partnership and our successors will pay the liabilities of Pacific Soda Works and collect all accounts due, from and after the 7th day of April, 1896.

MANUEL MACHADO.

JOHN VIERRA.

Manuel L. C. Lyman, R. B. And and the strength of the said clicuit court at the AUGUST TERM, thereof, to be holden at Honolulu, Is'and of Oahu, Hawaiian Islands, on MONDAY, the third day of August next, at 10 o'clock a M., to show cause why the claim of James L. Newton and George H. Newton, plaintiffs, should not be awarded to them pursuant to the tenor of their annexed petition. And have you then there this writ with full return of you then there this writ with full return of

of your proceedings thereon Witness Hon. Afred W. Carter, First
Judge of the Circuit Court of the
L.S] First Circuit at Honolulu. Oahu,
Hawaiian Islands, this fourth day of

April, 1896. HENRY SMITH, Clerk.

claims against said estate to present the some with wonchers duly authenticated to to him at his office, Waimes, Kauai, within 6 months from date hereof, or such claims will be forever barred.

All persons indebted to said estate are The petition and accounts of the Execu-tors of the will of said deceased, wherein they ask that their accounts be examined and approved, and that a final order be made of distribution of the property remaining in their hands to the persons thereto entitled, and discharging them from all further responsibility as such executors, having been field.

having been filed; It is ordered that FRIDAY, the 24th day THE undersigned having been appoint- of April, 1896, at 10 o'clock a. m., at ed Administrator of the estate of Chambers in the Court House, Judiciary Building, at Honolulu, be and the same hereby is appointed as the time and place for hearing said petition and accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted Honoluiu, March 19, 1896.

By the Court. J. A. THOMPSON,

IN THE CIRCUIT COURT, FIRST CIR IN THE CIRCUIT COURT, FIRST CIRcuit of the Hawaiian Islands.—In Probate.
In the matter of the Estate of WILLIAM
ROSS, late of Honolulu, deceased.
The petition and accounts of the administrator of the Estate of said deceased,
wherein he asks that his accounts be
examined and approved, and that a final
order may be made of distribution of the
property remaining in his hands to the
persons thereto entitled, and discharging
him and his sureties from all further responsibility as such, having been filed; ponsibility as such, having been filed; IT IS ORDERED that THURSDAY

the 14th day of May. A. D. 1896, at 10 o'clock a. m., at Chambers, in the Courthouse, at Honolulu, be and the same hereby is appointed as the time and place for hearing said petition and accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted.

Dated at Honolulu, H. I., this 18th day of April. A. D. 189 ...

By the Court. J. A. THOMPSON.

IN THE CIRCUIT COURT, FIRST Thanking our patrons for their generous patronage during the years of the past, we bespeak for the new pro-

intestate.

Petition having been filed by Mrs. Priscilla E. Hassinger, sister of said intestate, praying that Letters of Administration pon said estate be assued to Joseph O. Catter, notice is hereby given that FRIDAY, the 28th day of April, A.D. 1896, at 10 o'clock a. m.. in the Judiciary Building, Honolulu, is api ointed the time and place for hearing said petition, when and where all persons concerned may appear and show cause, if any they have, why said petition should not be granted.

By the Court.

J. A. THOMPSON.

J. A. THOMPSON, Honolulu, Oahu, March 24th, 1896. 1746-3ta

NOTICE.

A LL PERSONS NOT HAVING business to transact with the Human cep Station Company are forbidden to trave ir the roador trails on the innde controlled in d companys without previously obtaining p

BUNUULA SHEEP STATION COMPA

TIME TABLE

"Kinau," Steamship

CLARKE, Commander, Will leave Honolulu at 10 o'clock a. m., touching at Lahaina, Maalaea Bay and Makena the same day; Mahukona, Kawaihae and Laupahoehoe the following day, arriving in Hilo the same after-

LEAVES HONOLULU. FridayApril 24 FridayJune 5 *Will call at Pohoiki, Puna, on trips

Returning, will leave Hilo at 8 clock a. m., touching at Lapauhoehoe, Mahukona and Kawaihae same day; Makena, Maalaea Bay and Lahaina the following day, arriving at Honolulu the afternoons of Tuesdays and Fridays.

ARRIVES AT HONOLULU. Friday May 1
Tuesday May 12 TuesdayJune 2 Will call at Poholki, Puna, on the second trip of each month, arriving there on the morning of the day of sail-

ing from Hilo to Honolulu. The popular route to the volcano is via Hilo. A good carriage road the ed-tire distance.

Round-trip Tickets, covering all expenses, \$50.

Steamship "Claudine"

CAMERON, Commander.

Will leave Honolulu Tuesdays at 5 o'clock p. m., touching at Kahului, Hana, Hamoa and Kipahulu, Maui. Returning, arrives at Honolulu Sunday mornings.

Will call at Nuu, Kaupo, once each

No freight wil be received after 4 p. m. on day of sailing. This company reserves the right to

make changes in the time of departure and arrival of its steamers WITHOUT NOTICE, and it will not be responsible for any consequences arising therefrom. Consignees must be at the landings to receive their freight. This company

will not hold itself responsible for freight after it has been landed. Live stock received only at owner's risk. This company will not be responsi-

ble for money or valuables of passengers unless placed in the care of purs-Passengers are requested to purchase tickets before embarking. Those failing to do so will be subject to an addi-

tional charge of twenty-five per cent. C. L. WIGHT, President. S. B. ROSE, Secretary. Capt. J. A. King, Port Superintendent. Honolulu, H. I., Jan. 1, 1896.

Mortgagee's Notice of Intention to

Foreclose and of Sale IN ACCORDANCE WITH THE PROvisions of that certain mortgage made by HENRY F. BERTELMANN and EMMA BERTELMANN, bis wife, to Samuel C. Allen, doing business under the firm name of Allen & Robinson, dated March 10th, 1892, recorded in the Register Office, Oahu, in Liber 132, pages 444, 445 and 446, notice is hereby given that said mortgages intends to foreclose the same for condition broken, to wit: the non-payment of both the prin-

cipal and interest when due.

Notice is likewise given that after the expiration of three weeks from this date, the property covered by said mortgage will be advertised for sale at public auction at the auction rooms of Jas, F. Morgan, Honolulu, and will be sold on MONDAY, 27th day of April, 1896, at 12 o'clock noon

S. C. ALLEN, Mortgagee For further particulars, apply to J. ALFRED MAGOON,
Attorney for Mortgagee.
The property covered by said mortgage are all those premisés situate at Kulaokahua, Honolulu, more particularly described in Royal Patent Grant 3358, to Henry Bertelmann containing an area of 60 000

Mortgagee's Notice of Intention to Foreclose and of Sale,

Bertelmann, containing an area of 60,000

square feet, together with all buildings

NOTICE IS HEREBY GIVEN THAT NOTICE 18 HEREBY GIVEN THAT by virtue of a power of sale coptained in a certain mortgage, dated the 3rd day of November A. D. 1888, made by KEALINA of Puehuehu, North Kohala, Island of Hawaii, to Eduard Furstenau of Bremen, Germany, recorded in the office of the Registrar of Conveyances, in Liber 113, folios 392-393, the said Eduard Furstenau, provided the postmortgagee, intends to foreclose said mortgage for a breach of the conditions in said mortgage contained, to wit: the non-payment of both principal and interest when

due.

Notice is also hereby given that all and singular the lands, tenements and hereditaments in said mortgage contained and described will be sold at public auction, at the auction rooms of Jas. F. Morgan, on Queen street, in said Honolulu, on MONDAY, the 18th day of May, A. D. 1896, at 12 o'clock

noon of said day.

The property in said mortgage is thus described, viz: Honomas au. in said Kohala, containing an area of 15 acres, 145 fathoms, reserving, however, a parcel of about half an acre on however, a parcel of about half an acre on the soutneast corner of said lot and con-veyed by said Kealins to John Bell, by deed dated November 3rd, 1888, and recorded in Liber 112, page 312; said pre-mises being conveyed to said Kealins by deed of H. N. Castle, dated October 15th, 1888, and recorded in Liber 115, page 34; and being the same premises set forth in Royal Patent 7240, to Kumauli.

forth Kumauli 2nd—A certain lot with the buildings thereon, situated in Kainapuna, Kapalama, Honolulu, Oahu, contaming 6000 square feet, set forth in deed of H. N. Castle and W. A. Bowen to said Kealina, recorded in Liber 94, on page 397.

EDUARD FURSTENAU,

Terms: Cash. Deeds at expense

For further particulars, apply to
J. M. Monsagnar, Attorney for Mortgage Dated Honolulu, April 24th, 1896. 1755-8t